



**CITY of NOVI CITY COUNCIL**

**Agenda Item P  
October 6, 2014**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from the International Transmission Company for the ITC Headquarters located at 27175 Energy Way and 27075 Haggerty Road (parcels 22-13-200-037 and 22-13-200-033).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTJ JL*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The developer of the ITC Headquarters, International Transmission Company, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for this development, located at 27175 Energy Way and 27075 Haggerty Road as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain the three storm water detention basins and has provided an ingress/egress easement to the basins. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Saarela's April 11, 2008, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from the International Transmission Company for the ITC Headquarters located at 27175 Energy Way and 27075 Haggerty Road (parcels 22-13-200-037 and 22-13-200-033).

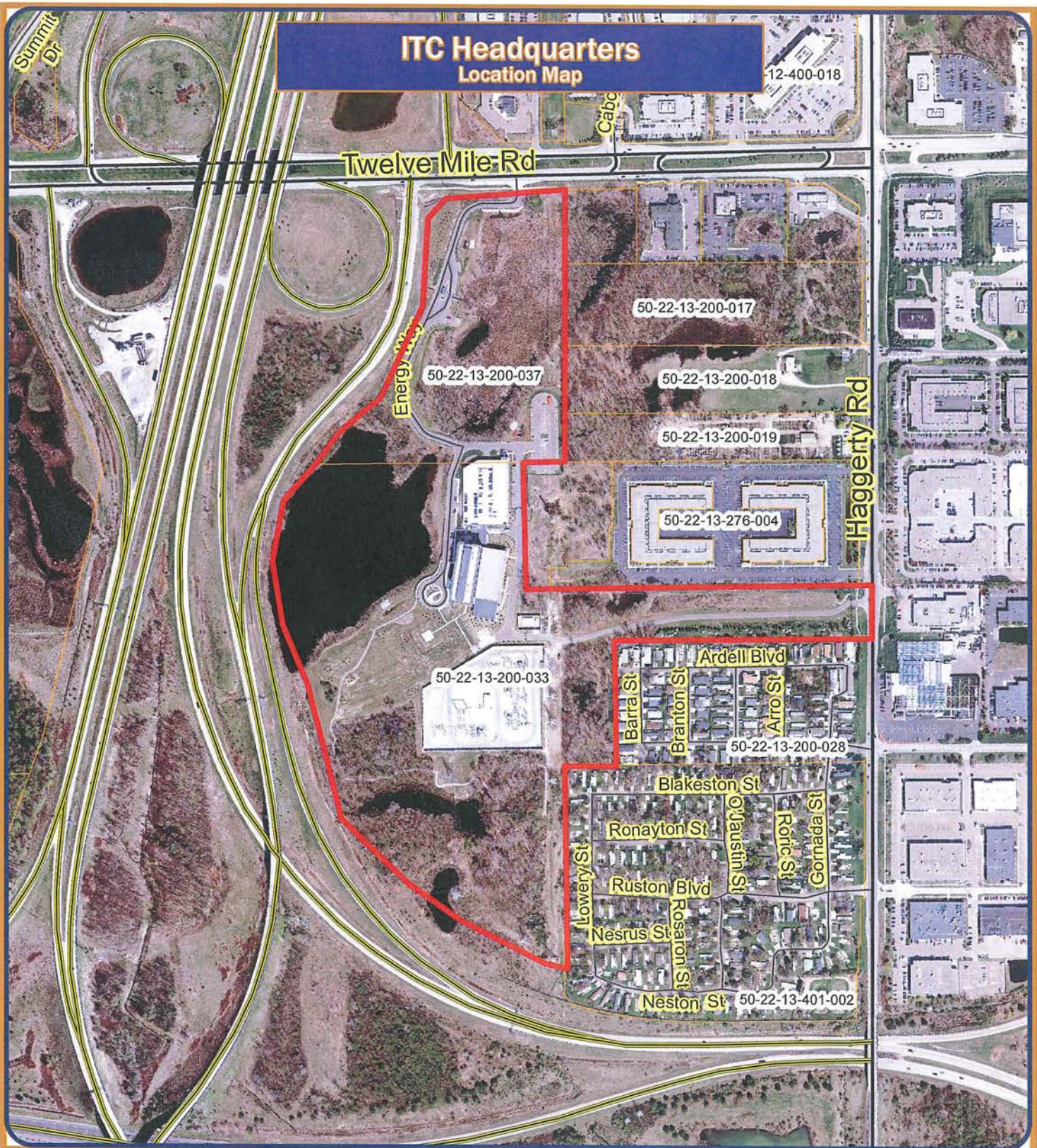
	1	2	Y	N
Mayor Galt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



# ITC Headquarters Location Map

12-400-018

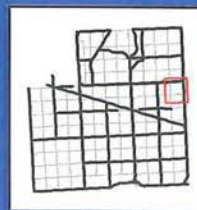


Map Author: A. Wayne  
Date: September 29, 2014  
Project:  
Version #:

Amended By:  
Date:  
Department:

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 577 feet



April 11, 2008

CITY OF NOVI  
CITY CLERK'S OFFICE  
2008 APR 11 P 1:04

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Maryanne Cornelius, Clerk  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

Elizabeth M. Kudla  
Direct: 248-539-2846  
hkudla@secretwardle.com

**Re: ITC Headquarters – Original Documents  
Sanitary Sewer System Easement  
Storm Drainage Facility Maintenance Agreement  
Our File No. 660111.NOV1**

Dear Ms. Cornelius:

Enclosed please find the following original documents for the ITC Headquarters Property:

- Sanitary Sewer System Easement
- Storm Drainage Facility Maintenance Agreement

We have attached all approved exhibits to the original documents for recording. The remaining originals for this project were forwarded to you with our March 3, 2008 and March 28, 2008 correspondence. Upon receipt of the Acknowledgement of Acceptance from the City Engineer, the Sanitary Sewer System Easement may be recorded.

The Storm Drainage Facility Maintenance Agreement may be placed on an upcoming City Council Agenda for approval. Once approved and executed it should be forwarded to the Oakland County Register of Deeds for recording.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK  
Enclosures (Originals)  
C: Sue Troutman (w/o Enclosures)  
Thomas R. Schultz, Esquire (w/o Enclosures)

C:\N\Portb\lmanage\BKUDLA\1060952\_1.DOC

## STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

THIS STORM FACILITY MAINTENANCE AGREEMENT is made this 21<sup>st</sup> day of February, 2008, by and between International Transmission Company, a Michigan corporation, whose address is 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

### **RECITATIONS:**

A. Owner is the owner and developer of a certain parcel of land situated in Section 13 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"). Owner has received final site plan approval for construction of an office building on the Property.

B. This office building development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance for such facilities and areas, as shown in attached Exhibit B, to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained.

This Agreement does not grant or convey to City, or any member of the general public, any right of ownership, possession or use of the Property, except that, upon reasonable written notice to Owner, City and its authorized employees and agents (collectively, "City's Representatives") may enter upon and inspect the storm drainage facilities to determine whether the storm water drainage, detention and retention facilities are being preserved in compliance with the terms of this agreement.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the



deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council for the purpose of allowing the Owner to be heard as to why the City should not proceed with the correction of the deficiency which has not been undertaken or properly fulfilled. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing shall determine that the obligations under this agreement have not been fulfilled within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the property pursuant to the Ingress/Egress Easement executed by Owner and City in conjunction with this Storm Drainage Facility Maintenance Agreement, or cause its agents or contractors to enter upon the property and perform such preservation or restoration as reasonably found by the City to be appropriate. The cost and expense of taking such actions by the City, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and be collected as and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Owner expressly reserves the right to construct, operate and maintain overhead electric transmission lines over the Property.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER:

INTERNATIONAL TRANSMISSION COMPANY

  
By: Christine Mason Soneral

Its: Vice President and General Counsel—Utilities

STATE OF MICHIGAN )

) SS

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 21st day of February, 2008, by Christine Mason Soneral the Vice President and General Counsel—Utilities of International Transmission Company, a Michigan corporation on behalf of the company.

Elaine Kay Clifford  
Notary Public  
County, Michigan

My Commission Expires:



CITY OF NOVI

A Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )

) SS

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

Notary Public  
Oakland County, Michigan  
My Commission expires: \_\_\_\_\_

Drafted by: Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

And when recorded return to; Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Rd  
Novi, MI 48375

## EXHIBIT A

### LEGAL DESCRIPTION OVERALL PARCEL:

Part of the East 1/2 of Section 13, TIN—R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet to the POINT OF BEGINNING; thence S 86°25' W, 1150.00 feet; thence S 02°25'05" E, 546.00 feet to a point on the East—West 1/4 line of Section 13; thence along said East—West 1/4 line, S 86°25'14" W, 222.13 feet; thence S 02°33'45" E, 892.17 feet to a point on the Easterly Right—of—Way line of Limited Access State Highway M—5; thence along said Easterly Right—of—Way line the following eleven (11) courses:

- 1) 1241.89 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 34°40'44", and a chord which bears N 57°33'29" W, 1223.02 feet,
- 2) N 17°26'33" W, 573.39 feet,
- 3) N 22°40'49" W, 290.12 feet,
- 4) N 12°16'57" W, 272.82 feet,
- 5) N 09°40'26" E, 281.60 feet,
- 6) N 35°10'39" E, 368.57 feet (recorded as 368.90 feet),
- 7) N 48°11'54" E, 252.26 feet,
- 8) N 21°57'22" E, 444.19 feet, 9) N 02°04'18" E, 384.78 feet,
- 10) N 35°16'04" E, 113.26 feet, and
- 11) N 86°04' E, 251.78 feet (recorded as 251.83 feet) to a point on the West line of the Easterly 285 feet of the Northwest 1/4 of the Northeast 1/4 of Section 13, and the Point of Ending of said Limited Access Right—of—Way line; thence N 86°04'18" E, 27.07 feet; thence N 03°55'42" W, 30.00 feet; thence N 86°04'18" E, 258.79 feet to a point on the East line of Northwest 1/4 of the Northeast 1/4 of Section 13 as occupied; thence along said East line of the Northwest 1/4 of the Northeast 1/4 S 02°27'41" E, 1204.52 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 as occupied, point also being on the North line of Novi Research Park Condominium (L.22522, P.820—834, O.C.R. amended L.22743, P.302—307, O.C.R.); thence along said line, S 86°54'14" W, 182.97 feet; thence along the West line of said Novi Research Park Condominium, S 02°25'05" E, 561.00 feet; thence along the south line of said Novi Research Park Condominium, N 86°54'14" E, 1553.00 feet to a point on the East line of said Section 13 and the centerline of said Haggerty Road; thence along said East line, S 02°25'05" E, 227.94 feet to the POINT OF BEGINNING. Containing 79.25 acres of land and subject to any easements or restrictions of record.





## EXHIBIT B, Page 2

### Post-Construction Stormwater System Maintenance Costs: ITC Headquarters, Novi, Michigan

Task:	Annual Cost	3-Year Cost
Inspect for Accumulated Sediment, Erosion, Floatable and Debris	\$2,400.00	\$7,200.00
Removal of Accumulated Sediment, Floatable and Debris		\$7,500.00
Re-establish Erosion Control devices and eroded areas	\$4,000.00	\$12,000.00
Replace Outlet Control Structure Stone Filter Jackets		\$4,500.00
Replace Riprap at End Sections	\$2,500.00	\$7,500.00
Mowing	\$2,000.00	\$6,000.00
Vegetation and Animal Control	\$600.00	\$1,800.00
Inspection Record Keeping	\$500.00	\$1,500.00
<b>TOTAL for 3-years</b>		<b>\$48,000.00</b>